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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

MOTORS LIQUIDATION CORP., *et al.*
(f/k/a GENERAL MOTORS CORP., *et al.*),

Debtors.

Case No. 09-50026 (REG)

Chapter 11

Jointly Administered

**NOTICE OF WITHDRAWAL OF OBJECTION OF MSC MEDITERRANEAN
SHIPPING COMPANY S.A. TO PROPOSED CURE AMOUNT**

MSC Mediterranean Shipping Company S.A. ("MSC"), by its counsel, Sheppard Mullin Richter & Hampton LLP, hereby withdraws the *Objection of MSC Mediterranean Shipping Company S.A. to Proposed Cure Amount* (Docket No. 2095) (the "**Objection**"), filed with this Court on June 19, 2009,¹ as set forth in this Notice of Withdrawal.

This Notice of Withdrawal is filed pursuant to the Agreement to Resolve Objection to Cure Notice, dated August 20, 2009, between MSC and General Motors Company (formerly NGMCO, Inc.) (the "**Cure Settlement Agreement**"), which resolves the dispute regarding the Cure Amount due to MSC in connection with the assumption and assignment of the agreement between MSC, on the one hand, and the above-captioned Debtors, on the other hand, as asserted by the Debtors on the Contract Website and in the *Notice of (I) Debtors' Intent*

¹ Capitalized terms used herein without definition shall have the meaning given to them in the Objection.

to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto, dated June 5, 2009 (the "**Notice**"), and any other objections raised by MSC to the Cure Amounts in the Objection.

This Withdrawal is without prejudice to MSC's rights to: (a) object to additional and further designations of any agreements for assumption and assignment, other than those included in the Notice; (b) renew its Objection in the event that the terms of the Cure Settlement Agreement are breached by the Debtors or the Purchaser; and (c) file any additional papers or applications with respect to the agreed upon Cure Amounts in the event they are not timely paid.

Dated: New York, New York
September 11, 2009

SHEPPARD MULLIN RICHTER & HAMPTON LLP

By: /s/ Blanka K. Wolfe
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*Attorneys for MSC Mediterranean Shipping Company
S.A.*

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2009, I caused a copy of the foregoing to be sent by first-class mail, postage prepaid, to the parties listed below, and by automatic ECF notice to those parties receiving ECF in the above-captioned case:

By: /s/ Blanka K. Wolfe
Blanka K. Wolfe

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